

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

IN THE BANKRUPTCY MATTER OF:

Elizabeth B Yilmaz

Debtor

Chapter 13 No. 18-35897

Judge Pamela S. Hollis

**AGREED DEFAULT ORDER**

This matter coming to be heard on the Motion for relief from the Automatic Stay of Select Portfolio Servicing, Inc., a secured creditor holding a mortgage on Debtor's property commonly known as 317 Candelight Ct, Bolingbrook, IL 60440 (the "Property"), all parties having notice, the Court having jurisdiction and being fully advised:

**IT IS HEREBY ORDERED:**

1. In addition to making the regular post petition mortgage payments timely, Debtor shall cure the arrears of \$8,936.62 through November 1, 2019, subtracting \$7,238.42 for payments previously made, leaving the total amount of arrears at \$1,698.20 by making five (5) payments of \$283.03 commencing January 1, 2020 and due the first day of each following month for a total of 5 months, and one final payment of \$283.05 due May 1, 2020. The arrears include:

11 missed payments at \$812.42 =	\$8,936.62
Less Partial Payments of \$5,088.28 =	(\$7,238.42)
Current Default =	\$1,698.20
5 monthly payments of \$283.03 =	\$1,415.15
1 payment of \$283.05=	\$283.05
Total payment amount =	\$8,936.62

2. For the life of the plan, if Debtor fails to timely pay two or more (i) regular monthly mortgage payments; (ii) plan payments to the Chapter 13 Trustee; (iii) fails to make

timely payments for property insurance and\or general real estate taxes and/or reimburse Select Portfolio Servicing, Inc. for payments advanced by Select Portfolio Servicing, Inc. for payment of said property insurance and\or general real estate taxes; or (iv) Debtor fails to cure the arrears pursuant to paragraph 1 above, then Debtor shall be deemed to be in default and the automatic stay shall be terminated as to the Property and the interest of Select Portfolio Servicing, Inc., its successors and assigns, without further order of this Court, if upon a written notice of the default to Debtor and Debtor's attorney, the default is not cured within 14 days from the date the written notice of the default is mailed.

3. Debtor shall only be allowed two defaults and cures after Notice under this provision of this Order. Should Debtor be deemed to have defaulted a fourth time under this paragraph, the Automatic stay shall be terminated with respect to the Property without further Notice and without further order of Court.

4. If the automatic stay is terminated as to Select Portfolio Servicing, Inc. pursuant to Paragraph 2 above, then Select Portfolio Servicing, Inc. shall send a Notice of Termination to Debtor, Debtor's attorney and the Chapter 13 Trustee and file the Notice of Termination with the Clerk of the Bankruptcy Court.

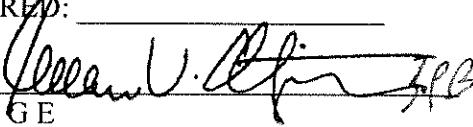
5. Failure by Select Portfolio Servicing, Inc. to send a notice of default pursuant to paragraph two above shall not result in a waiver of the rights of Select Portfolio Servicing, Inc. to collect such amounts. Select Portfolio Servicing, Inc. retains the right to add any amounts advanced by Select Portfolio Servicing, Inc. post petition for payment of insurance and/or real estate taxes to the principal balance due under the Note and Mortgage and a discharge entered in this case shall not result in a discharge of such sums. Select Portfolio Servicing, Inc. shall not be required to file a statement of outstanding payment obligations to prevent the discharge of such advances.

6. Debtor is to restart the normal payments due under the terms of the note and mortgage on December 1, 2019.

NOV 15 2019

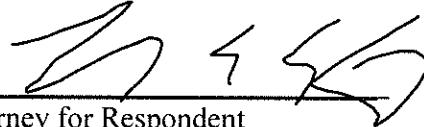
ENTERED: \_\_\_\_\_

JUDGE



/s/ 

Attorney for Movant  
Mark Johnson ARDC# 6284911  
Kluever and Platt, LLC  
150 N Michigan Ave., Suite 2600  
Chicago, IL 60601  
(312) 201-6670  
mjohnson@klueverplatt.com

/s/ 

Attorney for Respondent  
David H Cutler  
Cutler & Associates, Ltd.  
4131 Main St.  
Skokie, IL 60076  
847-673-8600  
cutlerfilings@gmail.com